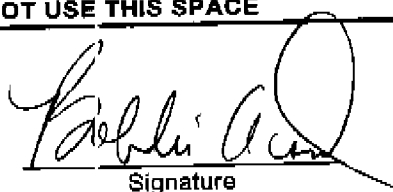


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): The Evercare Company		2. Name and address of receiving party(ies) Name: Wachovia Bank, National Association Internal Address: 30th Floor, Mail Code: GA 8056 Street Address: 191 Peachtree Street City: Atlanta State: GA Zip: 30303			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____					
Execution Date: September 30, 2004					
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ See Attached Schedule 1 B. Patent No.(s) _____ See Attached Schedule 1 Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Elizabeth Murray Paralegal Internal Address: Parker, Hudson, Rainer & Dobbs LLP Street Address: 1500 Marquis Two Tower 285 Peachtree Center Avenue, N.E. City: Atlanta State: GA Zip: 30303		6. Total number of applications and patents involved: 14 7. Total fee (37 CFR 3.41).....\$ 840.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: 502831			
DO NOT USE THIS SPACE					
9. Signature: Bobbi Acord Name of Person Signing		 Signature October 5, 2004 Date			
Total number of pages including cover sheet, attachments, and documents: 13					

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

OP \$840.00 10339542

SCHEDULE 1
to Patent Recordation Form Cover Sheet

United States Patents Applications
(continued from item 4A.)

<u>Patent Application</u>	<u>Patent Number</u>
Adhesive Roller	10/339,542
Combination Electrostatic Cleaner and Squeegee	10/386,266
Adhesive Roller Pop Up Tabs	10/404,855
Adhesive Roller Construction	PCTUS2004/009369
Roller Construction for Detritus Removal	10/631,300
Roller Construction for Detritus Removal	PCTUS2004/024534
Adhesive Lint Roller	10/655,101
Adhesive Roller	10/842,871
Adhesive Lint Roller	10/688,160
Spiral Wound Roller	10/820,174
Undergarment Laundry Bag	10/787,293
Lint Roller Holder Assembly	10/800,542
Lint Roller Holder	60/553,630
Drying Rack	10/804,385

United States Patents
(continued from item 4B.)

Patent	Federal Register Number
Onepiece Line Roller Support	4,570,280
Lint Roller Assembly	6,055,695
Adhesive Roller Construction	6,127,014
Lint Remover	4,905,337
Lint Remover	5,027,465
Cleaning Device	D490,952
Adhesive Roller Assembly	D483,570

PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this "Agreement") is made this 30th day of September, 2004, between **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association having an office at 191 Peachtree Street, N.E., Atlanta, Georgia 30303, in its capacity as collateral and administrative agent for the Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent"), and **THE EVERCARE COMPANY**, a Delaware corporation having its principal place of business at 3440 Preston Ridge Road, Suite 650, Alpharetta, Georgia 30005-3820 (the "Company").

Recitals:

The Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as parties from time to time to that certain Loan and Security Agreement dated on or about the date hereof, among the Company, Agent and Lenders (as at any time amended, the "Loan Agreement").

Lenders are willing to make loans and other financial accommodations to the Company from time to time pursuant to the terms of the Loan Agreement, provided that the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the prompt payment and performance of the Indebtedness, the Company hereby grants, assigns and pledges to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and Lien upon all of the following property of the Company, whether now existing or hereafter created or acquired (the "Patent Collateral"):

(a) the entire right, title and interest of the Company in and to the patent applications and patents listed in Exhibit A attached hereto (as the same may be amended from time to time), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, including, without limitation, the right to sue for past, present and future infringements and rights corresponding thereto throughout the world (all of the foregoing being herein collectively referred to as the "Patents"); and

(b) All proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

3. The Company covenants with and warrants to Agent that:

(a) The Patents are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) The Company is now and shall continue to be the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any Liens other than Permitted Liens;

(c) The Company has the unqualified right to enter into this Agreement and perform its terms and, to the extent it deems reasonably necessary, has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained; and

(d) Except as otherwise permitted by Section 6.13 of the Loan Agreement, the Company has used, and will continue to use for the duration of this Agreement, required statutory notice in connection with its use of the Patents and has made, and will continue to make, all appropriate filings with the United States Patent and Trademark Office to maintain the Patents in existence, including, without limitation, filing all necessary documents with the United States Patent and Trademark Office for each Patent to maintain it without loss of protection therefor.

4. Until Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, the Company shall not enter into (i) any license agreement relating to any of the Patents except non-exclusive licenses to third parties on an arms' length basis (provided that any such license shall be for applications which would not be reasonably likely to diminish the value of any product line of the Company and its Subsidiaries and provided further that such licenses shall be granted in the reasonable business judgment of the Company and such licenses shall be subject to the Lien of the Agent), or (ii) any other agreement with any Person that is inconsistent with the Company's obligations under this Agreement.

5. If, before Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, the Company shall obtain rights to any new patentable inventions, or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 shall automatically apply thereto, and the Company shall give to Agent notice thereof in writing to the extent required by Section 5.13 of the Loan Agreement.

6. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future patents and patent applications within the definition of Patents under paragraph 2 or paragraph 5 hereof.

7. The Company hereby grants to Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the right upon prior notice to the Company, and subject only to any obligations of confidentiality to which the Company, its

employees and agents are then subject with respect thereto, to visit the Company's plants and facilities at which any patented inventions are located or which manufacture, inspect or store products made under any of the Patents and to inspect the products and quality control records relating thereto at reasonable times during regular business hours (except when a Default or Event of Default exists) upon reasonable advance notice.

8. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without demand of performance and without other notice (except as described in the next sentence, if required by applicable law) or demand whatsoever to the Company, each of which the Company hereby expressly waives, and without advertisement (except as otherwise provided by applicable law), collect directly any payments due the Company in respect of the Patent Collateral, or sell at public or private sale or otherwise realize upon the whole or from time to time any of the Patent Collateral, or any interest which the Company may have therein. The Company hereby agrees that ten (10) days notice to the Company of any public or private sale or other disposition of any of the Patent Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by applicable law, purchase the whole or any part of the Patent Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Patent Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Indebtedness, in such order or manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments shall be paid over to the Company. If any deficiency shall arise, the Company and each Guarantor of the Indebtedness shall remain jointly and severally liable to Agent and Lenders therefor.

9. The Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the maintenance of or to use the Patents, or to grant or issue any exclusive or nonexclusive license under the Patents to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Patent Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments.

10. Upon Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases and other instruments necessary to terminate Agent's security interest in the Patent Collateral, subject to

any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement, or any of the other Loan Documents.

11. Any and all fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees or Liens, or otherwise, in protecting, maintaining and preserving any Patent Collateral or in defending or prosecuting any actions or proceedings arising out of or related to any Patent Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all maintenance fees payable with respect to the Patents) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company to Agent **on demand** by Agent and until so paid shall be added to the principal amount of the Indebtedness and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

12. Except as otherwise permitted by Section 6.13 of the Loan Agreement, (i) the Company shall use its best efforts to detect any infringers of the Patents and shall notify the Agent in writing of infringements detected; (ii) the Company shall have the duty through counsel reasonably acceptable to Agent, to prosecute diligently any patent application for a Patent pending as of the date of this Agreement or thereafter until Payment in Full of all of the Indebtedness and termination of the Loan Agreement and the Commitments, to make application on unpatented but patentable inventions (subject to Company's reasonable discretion in Ordinary Course of Business, or, during the existence of an Event of Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to protect the Patents and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in patent applications for the Patents (any expenses incurred in connection with such an application or proceedings being borne by the Company); and (iii) the Company shall not abandon any pending patent application or Patent, without the prior written consent of Agent.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, during the existence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and any license hereunder, or to defend any suit or counterclaim in its own name to protect any Patents or license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent in aid of such enforcement or defense and the Company shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 13 as provided in paragraph 11.

14. If the Company fails to comply with any of its obligations hereunder, then to the extent permitted by applicable law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to

reimburse Agent in full for all costs and expenses incurred by Agent in connection therewith as provided in paragraph 11.

15. No course of dealing between the Company and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Patent Collateral, whether established by this Agreement or any of the other Loan Documents, or by any other agreements or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable, in whole or in part, in any jurisdiction, the same shall be deemed severed herefrom and shall not in any manner affect such clause or provisions in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by writing signed by the parties, except as provided in paragraph 6 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and upon the successors and permitted assigns of the Company. The Company shall not assign its rights or delegate its rights or assign its duties hereunder without the prior written consent of Agent.

20. The Company hereby waives notice of Agent's acceptance hereof.

21. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

22. To the fullest extent permitted by applicable law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Patent Collateral.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal
the day and year first written above.

THE EVERCARE COMPANY
("Company")

By: [Signature]
Name: D. L. Parker
Title: President & CEO

[CORPORATE SEAL]

Accepted:

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent ("Agent")**

By: [Signature]
Name: CATHERINE A. EVAN
Title: Deputy

STATE OF NEW YORK §
COUNTY OF NEW YORK §

BEFORE ME, the undersigned authority, on this day personally appeared Doyle R. Tacke, President & COO of The Evercare Company, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 29 day of September, 2004.

Keith D. Sheppard
Notary Public
My Commission Expires: 7/15/2006

[NOTARIAL SEAL]
Keith D. Sheppard
NOTARY PUBLIC, State of New York
No. 01SH6077557
Qualified in Nassau County
Commission Expires July 15, 2006

STATE OF NEW YORK §
COUNTY OF NEW YORK §

BEFORE ME, the undersigned authority, on this day personally appeared Catherine A. Cowan, Director of Wachovia Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said bank.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30 day of September, 2004.

Keith Sheppard
Notary Public
My Commission Expires: 07/15/06

[NOTARIAL SEAL]
Keith D. Sheppard
NOTARY PUBLIC, State of New York
No. 01SH6077557
Qualified in Nassau County
Commission Expires July 15, 2006

EXHIBIT A**Patents**

<u>Patent</u>	<u>Jurisdiction</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
Onepiece Line Roller Support	United States	4,570,280	2/18/1986
Lint Roller Assembly	United States	6,055,695	5/2/2000
Lint Roller Assembly	Canada	2,259,911	7/8/2003
Adhesive Roller Construction	United States	6,127,014	10/3/2000
Lint Remover	United States	4,905,337	3/6/1990
Lint Remover	Australia	626550	12/1/1992
Lint Remover	Canada	1322831	10/12/1993
Lint Remover	Italy	1234402	6/28/1998
Lint Remover	Japan	2,962,737	8/6/1999
Lint Remover	New Zealand	229622	1/6/1996
Lint Remover	France	8900692	11/10/1994
Lint Remover	New Zealand	243211	12/15/1995
Lint Remover	United States	5,027,465	7/2/1991
Lint Remover	Canada	2045975	9/13/1994
Lint Remover	United Kingdom	2257618	2/28/1996
Lint Remover	Italy	1249941	3/30/1995
Lint Remover	France	9108165	4/5/1996
Lint Remover Design	Belgium	14788/61	4/2/1963
Color Comb	France	103666	6/18/1971
Clothes Brush	Belgium	15138/118	6/30/1964

Cleaning Device	United States	D490,952	6/1/2004
Adhesive Roller Assembly	United States	D483,570	12/16/2003

Patent Applications

<u>Patent Application</u>	<u>Country</u>	<u>Federal Serial Number</u>	<u>Application Date</u>
Adhesive Roller	United States	10/339,542	1/9/2003
Adhesive Roller	Canada	2,454,838	1/5/2004
Adhesive Roller	Japan	2004-004252	1/9/2004
Combination Electrostatic Cleaner and Squeegee	United States	10/386,266	3/11/2003
Combination Electrostatic Cleaner and Squeegee	Canada	104885	11/17/2003
Adhesive Roller Pop Up Tabs	United States	10/404,855	4/1/2003
Adhesive Roller Construction	Patent Cooperation Treaty	PCT/US2004/009369	3/26/2004
Roller Construction for Detritus Removal	United States	10/631,300	7/31/2003
Roller Construction for Detritus Removal	Patent Cooperation Treaty	PCT/US2004/024534	7/29/2004
Adhesive Lint Roller	United States	10/655,101	9/4/2003
Adhesive Roller	United States	10/842,871	5/11/2004
Adhesive Roller	Canada	<i>not yet received</i>	<i>not yet received</i>
Adhesive Roller	Mexico	<i>not yet received</i>	<i>not yet received</i>
Adhesive Lint Roller	United States	10/688,160	10/17/2003
Spiral Wound Roller	United States	10/820,174	4/6/2004

Undergarment Laundry Bag	United States	10/787,293	2/26/2004
Lint Roller Holder Assembly	United States	10/800,542	3/15/2004
Lint Roller Holder	United States	60/553,630	3/16/2004
Drying Rack	United States	10/804,385	3/19/2004

SCHEDULE 1
to Patent Recordation Form Cover Sheet

United States Patents Applications
(continued from item 4A.)

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